

FERNALD ENVIROMENTAL MANAGEMENT PROJECT

PROJECT LABOR AGREEMENT

between

**FERNALD ENVIROMENTAL RESTORATION MANAGEMENT
CORPORATION**

"FERMCO"

and

**GREATER CINCINNATI BUILDING
AND CONSTRUCTION TRADES
COUNCIL, AFL-CIO**

**Fernald, Ohio
Hamilton County**

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PREAMBLE

This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement", is entered into for the work described herein to be performed at the Fernald Environmental Management Project (FEMP) site, at Fernald, Ohio hereinafter referred to as the "Project". Parties to this agreement are the Greater Cincinnati Building and Construction Trades Council (GCBCTC), AFL-CIO, and affiliated UNIONS signatory hereto, hereinafter collectively referred to as "UNIONS" or individually as "UNION", and the Fernald Environmental Restoration Management Corporation (FERMCO) and its subcontractors of whatever tier performing work within the scope of this Agreement, hereinafter referred to collectively as "EMPLOYERS" or individually as "EMPLOYER."

ARTICLE I

PURPOSE

Section 1-1: The parties acknowledge that the unique conditions of the Department of Energy (DOE)-Environmental Restoration Management Contract (ERMC) concept and of this Project will require their full and complete cooperation. The purpose of this Agreement is to ensure that the work on the FEMP site proceeds safely, economically and efficiently without unnecessary interruption, and to establish procedures for the settlement of all misunderstandings, disputes or grievances without any interruption of the work or disruption of labor management peace.

Section 1-2: It is the intent and desire of FERMCO and its subcontractors of whatever tier to have the work covered by this Agreement performed under the conditions described herein to ensure labor harmony. This intent and desire is consistent with FERMCO's commitments to the U.S. Government (USG) which requires the development and implementation of creative and innovative approaches to achieving the ultimate goals of this Project. The parties acknowledge that FERMCO has legal obligations and contractual commitments to maximize the use of small business concerns, small disadvantaged business concerns, women-owned small business concerns and labor surplus area personnel, hereinafter collectively referred to in this Agreement as "SB/SDB". These SB/SDB obligations will be taken into consideration in interpretation and implementation of this Agreement.

Section 1-3: It is agreed that the UNIONS, FERMCO and its subcontractors of whatever tier who are performing work within the scope of this Agreement shall sign, accept and be bound by the terms and conditions of this Project Labor Agreement for this site only. It is further agreed that the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local collective bargaining agreements and that neither FERMCO nor its subcontractors will be required to sign any other labor agreements with the signatory UNIONS. FERMCO shall have complete discretion in selecting applicants for and recipients of subcontracts for work to be performed within the scope of this Agreement. All contractors and subcontractors shall be recognized as separate and independent EMPLOYERS with several and not joint liability. UNION liability shall also be several and not joint.

Section 1-4: Local working agreements, local practices, customs, rules, conditions of employment and working conditions not specified in this Project Labor Agreement or Appendix A shall not be recognized.

Section 1-5: Any union not signatory to this Agreement will not receive any benefits or conditions other than those outlined in this Agreement. The UNIONS signatory hereto agree that they will not support, in any manner, any request to use non-signatory unions on the Project site. If directed by the EMPLOYER, the UNIONS will perform the work of the crafts that could have been represented by the non-signatory unions on this Project.

ARTICLE II

SCOPE OF AGREEMENT

Section 2-1: This Agreement shall apply to FERMCO, its subcontractors and their lower tier subcontractors when they are performing work within the scope described in this Article on the FEMP site. The Project site is approximately eleven hundred acres located near Fernald, Ohio predominately in Hamilton County, which was formerly the DOE's Feed Materials Production Center. The scope of the work covered by this Agreement is restricted to work performed on the Project and shall consists of three categories.

CATEGORY ONE consists of work traditionally recognized and accepted as construction work on this site. Work in Category One includes:

- a) The construction of permanent facilities or structures;
- b) Demolition activities to facilitate construction of new permanent facilities at the location of the demolition activity; and
- c) Movement and distribution of construction materials and equipment by the construction contractors and subcontractors inside the Project site; and
- d) Subcontracted activities that are segregated from normal site operations and are related to demolition of permanent structures or facilities.

The activities defined herein as **CATEGORY ONE** do not fall within the definition of any other collective bargaining unit recognized on the Project site and all work defined herein as **CATEGORY ONE** work shall be performed under the terms and conditions of this Project Labor Agreement.

CATEGORY TWO consists of other work within the traditional skills and capabilities of the Building and Construction Trades UNIONS signatory hereto and commonly performed by contractors employing their members. This other work in **CATEGORY TWO** includes:

- a) Environmental remediation and restoration activities, demolition, dismantling and decommissioning activities;

- b) Decontamination (chemical or radionuclear) of material, equipment, facilities, or structures, incidental to construction, demolition, or dismantling;
- c) Size reduction of material and equipment;
- d) Construction or fabrication of containers for radioactive or chemical waste;
- e) Movement, relocation, packaging, or placement of contaminated or uncontaminated scrap or waste materials incidental to construction, demolition, or dismantling;
- f) Repair or modification of structures, facilities, or equipment; and
- g) Operation and manning of onsite decontamination facilities.

FERMCO, subject to DOE regulations and review, shall determine whether this other work in CATEGORY TWO shall be done under the terms of this Project Labor Agreement. A representative of the GCBCTC shall participate in any formal review process adopted to make or recommend such decisions. FERMCO's determination shall be final and binding on the parties to this Agreement. In making that determination FERMCO will consider its contractual obligations, including its contract with the USG and its collective bargaining agreements and FERMCO shall use its best efforts to make such determinations in a manner to promote stability of employment among all personnel working at the site, to effect maximum safety, to minimize cost to the USG, to shorten the project schedule where possible, and to maximize the efficiency with which the Project is accomplished.

CATEGORY THREE consists of additional work activities not specifically described in CATEGORY ONE or CATEGORY TWO which FERMCO, the UNIONS, and the affected subcontractor agree can be safely, efficiently, and economically performed by employees working under this Agreement. Assignments of these additional work activities to employees working under this Agreement shall be made only with the consent of FERMCO, the affected subcontractor and the signatory UNIONS.

Section 2-3: This Agreement shall only be binding on the parties signatory hereto and shall not apply to parents, affiliates, subsidiaries, or other ventures of such parties.

Section 2-4: This Agreement does not apply to:

- A. Work performed under the NTD, Elevator, National Stack, and/or Cooling Tower Agreement(s);
- B. Work performed by non-manual employees, including, but not limited to, superintendents, supervisors, engineers, field engineers, surveyors, quality assurance and quality inspectors, technicians, office workers, messengers, persons making deliveries to and from the project site, warehouse employees, guards, medical personnel, emergency vehicle operators and employees similarly classified;
- C. the furnishing, manufacturing or off-site fabrication of materials, supplies or equipment or other off site work;

- D. Warranty repair and maintenance work performed by manufacturers representatives or vendors;
- E. All Owner operations and activities (i.e. DOE or USG);
- F. Work performed by technicians at the discretion of the EMPLOYER and work performed under subcontracts which FERMCO designates as being for technically unique services or skills. Notwithstanding the exclusion as specified in Section 2-4, the UNIONS may challenge through Article IX any unreasonable or unwarranted application of this Paragraph F only;
- G. The delivery to or removal from the Project of any material by any means; and
- H. Landscape maintenance or work related to moveable office or building furnishings.

Section 2-5: The UNIONS acknowledge that FERMCO will employ a substantial number of people on this project who are not covered by this Agreement, and that some of them are in bargaining units represented by unions that are not parties to this Agreement. The UNIONS also acknowledge that there will continue to be contractors working for FERMCO, the DOE or USG or others on this Project who are not covered by this Agreement. Therefore, it is agreed that employees covered by this Agreement will perform any work as directed by the EMPLOYER without having any concern or interference with any work performed by any employees who are not covered by this Agreement.

ARTICLE III

EMPLOYMENT

Section 3-1: All persons employed by EMPLOYERS for work within the scope of this Agreement as defined in Article II shall receive the wages and benefits as outlined in Appendix A (including subsequent revisions) and shall work under all the other terms and conditions of employment provided for herein.

Section 3-2: The EMPLOYER agrees to utilize the legal referral facilities maintained by the UNIONS which are not inconsistent with this Agreement. The EMPLOYER shall notify the UNIONS either in writing or by telephone as to the classifications and number of workers required.

Section 3-3: The UNIONS agree to furnish qualified workers, including qualified journeymen from outside the local area when qualified local workers are not available. Qualified workers from outside the local area who are employed may be retained during any reduction in force (RIF). When the UNIONS are notified that special training or certification for work with hazardous materials is required they will refer qualified workers who have completed the required training and/or who have the required certification. If the UNION is unable to fill requisitions with qualified workers with the required training and/or

certification, the EMPLOYER may, at its option, exercise the rights given in Section 3-6 below to hire qualified employees with the required training and/or certification from any source.

All parties recognize the critical importance of training to the success of the Project and will cooperate to the fullest extent in establishing, supporting and seeking government and/or other assistance or grants for all appropriate training programs for ERMCO work. FERMCO and the GCBCCTC shall coordinate such activities.

Section 3-4: The EMPLOYER shall have the right to hire foremen, general foremen, and key employees. Key employees are defined as craft employees who possess special skills or abilities that are not readily available in the area. In the selection of foremen, general foremen and key employees the EMPLOYER shall give primary consideration to qualified individuals available in the area.

Section 3-5: The UNIONS commit to joining FERMCO and the EMPLOYERS in making all reasonable efforts to maximize the utilization of contractors and subcontractors that are recognized under USG Regulations as SB/SDB concerns. In furtherance of this joint commitment the UNIONS agree, that in addition to having the full benefits of all other provisions of this Agreement any SB/SDB subcontractor may select and directly employ at least one key employee in each craft. Additional key employees may be directly employed under this Section for each five employees in each craft hired through the referral facilities as referenced in this Agreement until a total of five key employees in each craft for each SB/SDB subcontractor are employed. The proportion of key employees shall not be increased by layoff or otherwise.

In addition the UNIONS will participate fully as requested in FERMCO's efforts to encourage SB/SDB subcontractors to bid and participate in this Project and the UNIONS will provide FERMCO with all information available to them on the identity of such contractors and subcontractors. The UNIONS will provide, at their cost, training and education on union employer procedures and practices.

Under-utilization of SB/SDB subcontractors which may adversely impact FERMCO's contractual goals and obligations will be addressed by the Labor-Management Cooperative Committee (LMCC), as established in ARTICLE XVI of this Agreement. Good faith efforts will be jointly developed, implemented and monitored.

Section 3-6: In the event the referral facilities maintained by the UNIONS are unable to fill requisitions within forty eight (48) hours (excluding Saturdays, Sundays and holidays) from the time of the EMPLOYER'S requisition of employees, the EMPLOYER may obtain employees from any source.

Section 3-7: The EMPLOYER may employ Registered Apprentices or other non-journeyman classifications ("Temporary Employees") to do work within the craft jurisdiction at up to thirty-three (33%) percent of each craft's work force for each subcontractor. The UNION shall be given the first opportunity to fill requests for employees in these categories. The rate of pay for the non-journeyman classifications (excluding Registered Apprentices) shall not exceed

50 percent of the journeyman base rate of pay of the appropriate craft, with no pension contribution for the first 4000 hours worked. In the event the UNIONS are unable to fill requests for Registered Apprentices and/or non-journeymen, then Section 3-6 shall apply. Registered Apprentices immediately available in the local area must be exhausted prior to the employment of non-journeyman.

Section 3-8: The EMPLOYER'S office at the Project site will be considered as the place of hire, and the time of hire is when the referred applicant for employment is accepted by the EMPLOYER.

Section 3-9: The EMPLOYER shall have the right to determine the competency of all employees and the right to determine the number and classifications of employees required. The EMPLOYER shall also have the right to reject any applicant referred by the UNIONS.

Section 3-10: The UNIONS will not in any way encourage turnover or absenteeism and will not knowingly refer any employees working on the site to another EMPLOYER. There will be a thirty (30) day waiting period prior to employment eligibility on the Project for employees who voluntarily quit (VQ) their employment on the Project and a ninety (90) day waiting period prior to employment eligibility for employees discharged for cause (DFC) or for safety reasons on the Project. FERMC0 may bar any person from employment on this Project either permanently or for an indefinite time for just cause.

Section 3-11: During a RIF, EMPLOYERS have the right to retain employees of their choice without regard to any other criteria, except as provided in the case of UNION Stewards by Section 5-7.

Section 3-12: An employee or applicant required to satisfactorily demonstrate his ability to perform certain tasks through a certification, examination or test (welding tests, etc.) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test.

ARTICLE IV

NON-DISCRIMINATION

Section 4-1: It is agreed that equal employment opportunity shall be afforded to all qualified persons without regard to: disabling conditions unrelated to the successful accomplishment of the job for which employed, age, race, creed, color, sex, veteran status or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

Section 4-2: All descriptive words such as journeyman, craftsman and all other personal nouns or pronouns which may be referenced in this Agreement or Appendix A refers to both the male and female gender.

Section 4-3: Employees covered by this Agreement shall utilize the Grievance Procedure, Article IX, for the resolution of alleged discrimination complaints, allegations and all employee concerns.

ARTICLE V

UNION REPRESENTATION

Section 5-1: Authorized UNION Business Representatives will be permitted access to the Project to conduct union business in accordance with the established visitation procedures, security and safety rules provided they do not disrupt, interrupt, or interfere with the progress of the work. Union Representatives, Stewards and individual workmen will not interfere with personnel or companies not covered by this Agreement or with the work which is being performed by them.

Section 5-2: Employees shall, as a condition of employment, become and remain UNION members in good standing within eight (8) days of their date of hire or the effective date of this Agreement whichever is later. This union security Section shall conform to the National Labor Relations Act (NLRA) and other applicable laws.

Section 5-3: The Business Representative for each of the local UNIONS signatory hereto shall have the right to designate a working Steward for each EMPLOYER, who shall be recognized as the UNION'S representative on the Project. The Steward shall be a qualified journeyman and shall perform the work of the craft. Under no circumstances shall there be a non-working Steward on the Project.

Section 5-4: The working Steward will be paid at the applicable wage rate for the job classification in which employed.

Section 5-5: The working Steward shall not be entitled to any preferential treatment by the Employer and will be subject to discipline (including discharge for proper cause) to the same extent as other employees. The EMPLOYER will permit the Steward sufficient time to perform the duties inherent to a Steward's responsibilities. The Steward shall not leave the work area without first notifying his Foreman as to the intent, the reason for leaving the work area, where going, the estimated time to be gone and first obtaining permission from the Foreman. Delay of permission for the Steward to leave the work area will be permitted in the event of an emergency or if it would cause interruption of work which cannot be immediately interrupted. Should the Steward leave the area without permission from the Foreman, disciplinary action up to and including termination is in order.

Section 5-6: If employees are assigned to work outside the Steward's regular working hours, the UNION may designate one such working employee as temporary Steward and the work shall continue without interruption.

Section 5-7: The Steward will not be discharged until notification has been given to the UNION and when workers are laid off, the Steward will be the last

employee laid off provided the Steward is qualified to perform the remaining work.

Section 5-8: Each Steward shall be concerned only with the employees of the Steward's own EMPLOYER and not with the employees of any other Employer.

Section 5-9: A Steward's duties shall not include hiring and termination or any involvement in, or any interference with, decisions reserved to the EMPLOYER. A Steward will not cause any interference with the progress of work.

ARTICLE VI

MANAGEMENT RIGHTS

Section 6-1: The EMPLOYER retains all rights and authority not expressly excluded or limited by this Agreement including, but not limited to, the rights to:

- A. Plan, direct and control the execution and assignment of all work.
- B. Determine the size of crews and the number of foremen and general foremen needed.
- C. Hire and lay off employees as the EMPLOYER feels appropriate to meet work scope requirements and retain necessary skills and trained resources, except as provided in Section 5-7 in the case of UNION Stewards.
- D. Each EMPLOYER may transfer employees from job to job on the Project without limitation or restriction, and from shift to shift with reasonable notice.
- E. Determine work methods and procedures.
- F. Utilize all equipment and machinery as it deems necessary including assigning operators, drivers, mechanics and oilers to any equipment or machinery in the most efficient manner.
- G. Discharge, suspend, or discipline employees for proper cause.
- H. Shutdown or suspend any or all work on the Project.

Section 6-2: No rules, customs or practices shall be permitted or observed which the EMPLOYER determines will adversely affect the Project. The EMPLOYER may utilize any methods or techniques of construction, demolition, dismantling or reclamation and there shall be no limitation or restriction on the use of precast, prefabricated, preassembled materials, or off-site fabricated items, tools, or other labor saving devices, nor shall there be any limitation upon choice of materials, design or technology.

Section 6-3: EMPLOYER'S management and supervisors, including foremen and general foremen, may operate company pick-up trucks, automobiles, and similar vehicles.

ARTICLE VII

SUBCONTRACTING

Section 7-1: A subcontractor is any person, firm or corporation who is assigned, takes over or performs any of the work to be performed within the scope of this Agreement. Any subcontractor of whatever tier performing covered work on the Project site shall become signatory to this Project Labor Agreement. All such subcontractor(s) shall indicate their acceptance of the terms and conditions of this Agreement by signing the Letter of Assent (LOA) and by delivering a copy to FERMCO prior to commencement of work on the Project site. FERMCO will provide copies of the executed LOA to the GCBCTC. This Project Labor Agreement shall apply to and be binding upon EMPLOYERS for work performed by them on this Project site only. All subcontractors of whatever tier, will arrange and conduct a pre-job conference with the UNIONS prior to starting work on the Project.

Section 7-2: All subcontractors will be required to pay the total wage and benefit package as specified in Appendix A (including subsequent revisions) of this Agreement through the duration of their work on the Project and will provide certified payrolls to FERMCO which will be available to the UNIONS upon request.

Section 7-3: The furnishing of materials, supplies, or equipment, and the delivery or removal thereof shall not be considered as subcontracting.

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

Section 8-1: All parties recognize the importance of the uninterrupted performance of work on the Project, and agree to process all disputes (excluding jurisdictional) with the EMPLOYER only in accordance with the Grievance and Arbitration provisions set forth in Article IX of this Agreement.

Section 8-2: There will be no strikes, picketing, slow-downs, work stoppages or disruptive activity of any kind on or at the Project. There will be no interference with delivery or removal of material to, or from the Project. There will be no lockouts.

Section 8-3: The UNIONS further agree that if any UNION or any other persons, whether parties to the Agreement or not, engage in any work stoppage or picketing, the UNIONS will refuse to honor such work stoppage or picket line.

Section 8-4: Nothing shall be deemed to limit or restrict the EMPLOYER'S or the UNION'S right to pursue any and all remedies available under law in the event of a violation of this Article.

ARTICLE IX

GRIEVANCE PROCEDURE AND ARBITRATION

Section 9-1: All grievances that may arise on any work covered by this Agreement must be filed by the aggrieved party, in writing, within five (5) working days after the occurrence of events giving rise to the grievance. The FERMCO Manager of IR will be copied on all grievances and on each step of the grievance procedure.

Grievances shall be handled in the following manner:

Step 1. Between the aggrieved party, Steward and the EMPLOYER'S job site representative. If there is no settlement within five (5) working days after the grievance is filed, proceed to Step 2, with written notice and attached Grievance Form to the UNION, the EMPLOYER and FERMCO Industrial Relations Manager that the grievance has not been resolved at Step 1.

Step 2. Between the aggrieved party and the UNION Business Representative and the EMPLOYER'S Labor Relations Representative. If there is no settlement within five (5) working days, proceed to Step 3.

Step 3. If the grievance is not resolved at Step 2, the grievance shall be referred in writing on a Grievance Form provided by FERMCO to the Joint Conference Committee (JCC) consisting of three representatives appointed by FERMCO and three representatives appointed by the GCBCTC who shall hear and act upon the matter within ten (10) working days after receipt of the written grievance. Questions of general import as to the meaning and application of this Agreement which cannot be resolved by the UNION and the EMPLOYER involved may be referred directly by any party to the JCC for consideration without resort to Step 1 or Step 2 of the Grievance Procedure. Unanimous decisions of the JCC shall be final and binding on all parties and employees. Matters not resolved by the JCC may be referred to arbitration by any affected party to this Agreement, as set forth below.

Site subcontractors or local UNION Representatives who are appointed members of the JCC shall not participate on issues which involve them as a direct party to the grievance or dispute. Alternates will be appointed by FERMCO and the GCBCTC.

Step 4. If the issue is not resolved at JCC, the grieving party involved shall, within twenty (20) working days, request the American Arbitration Association (AAA) to present a list of five (5) recommended arbitrators from the Construction Industry Panel. A copy of this request shall be provided to the FERMCO Manager of Industrial Relations. Upon receipt of the list, either party may request a new list once. The parties shall alternately strike names

from the list, the grieving party striking first, until a single name remains, who shall be the arbitrator designated to hear the dispute. The arbitrator selected by the parties shall then hear the grievance at the earliest mutually convenient time. Each party shall have the right to present to the arbitrator whatever evidence it deems desirable. The arbitrator's decision shall be final and binding on both parties, provided however, that the arbitrator shall not have the authority to alter or amend the provisions of this Agreement in any way. In the event the services of an impartial arbitrator are required, the fees and expenses shall be paid one half (1/2) by the UNION and one half (1/2) by the EMPLOYER. Either party shall have the right to have a transcript made of the proceedings at its own expense.

Section 9-2: Failure to adhere to the time limitations for processing a grievance under this Article shall cause the grievance to be null and void; however, the time limits may be extended by mutual written consent of the UNION and the EMPLOYER.

Section 9-3: Work will continue uninterrupted while the grievance is being resolved.

Section 9-4: In order to encourage the resolution of disputes and grievances at Step 1 or Step 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting. Resolution of jurisdictional disputes shall be under Article X only, and not this Grievance Procedure.

ARTICLE X

JURISDICTIONAL DISPUTES

Section 10-1: The Plan for Settlement of Jurisdictional Disputes in the Construction Industry (or successor agency) shall govern all parties. The EMPLOYER who has responsibility for the performance and installation shall make a specific assignment of the work in accordance with Agreements or Decisions of Record. In the absence of such Agreements or Decisions of Record, it is the EMPLOYER'S responsibility to make an assignment in accordance with the procedural rules of the National Plan. The EMPLOYER shall attempt, through pre-job and pre-assignment conferences with UNION representatives, to clear up all work assignments. Such conferences shall be held in advance of actual work performance. FERMCO representatives may elect to attend all such conferences.

Section 10-2: All jurisdictional disputes will be resolved without the occurrence of any strikes, slowdowns, lockouts or other work stoppages, and the EMPLOYER'S assignment of work shall be followed until the parties resolve the dispute in accordance with this Article.

Section 10-3: FERMCO Industrial Relations will exercise good faith efforts to coordinate jurisdictional assignments on the Project site for consistency and be

a party of interest to meetings with UNION representatives and/or EMPLOYERS for resolution of jurisdictional disputes.

Section 10-4: Where a jurisdictional dispute involves any UNION not a party to the procedures established by the Impartial Jurisdictional Disputes Board (IJDB), or is not resolved between the UNIONS, it will be referred for resolution to the International Unions with which the disputing local UNIONS are affiliated. The resolution of the dispute shall be reduced to writing and signed by representatives of the International Unions, the EMPLOYER and attested by FERMCO.

Section 10-5: The EMPLOYER shall not be liable for any backpay or compensation in any form as a result of work assignments or jurisdictional disputes between UNIONS covered by this Agreement.

ARTICLE XI

HOURS OF WORK, OVERTIME, AND SHIFTS

Section 11-1: The UNIONS and the EMPLOYER acknowledge that the unique needs of this Project will require flexibility in scheduling work. The EMPLOYER shall establish the work schedule or schedules consistent with job needs. The EMPLOYER has the exclusive authority to make shift and overtime assignments to employees as deemed necessary to efficiently perform work activities. Refusal by an employee to work an assigned shift or hours of work may be grounds for termination.

Section 11-2: Due to unique and unanticipated conditions which will be encountered at the FEMP, and are exclusive to this site only, the schedule of work shall conform to one of the following six options:

- A. The Standard Work Day: The standard work day shall be eight (8) hours and the standard work week shall be forty (40) hours, Monday through Friday. A single shift shall consist of eight (8) hours of continuous employment, (between the hours of 6:00 a.m. and 6:00 p.m.) except for one unpaid lunch period not to exceed one-half hour.

- B. Standard Shift Work Option:

The first shift (day shift) shall consist of eight (8) hours work for eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 6:00 a.m. and 6:00 p.m.

The second shift (swing shift) shall consist of seven and one-half (7 1/2) hours work for eight hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 3:00 p.m. and 2:00 a.m.

The third shift (graveyard shift) shall consist of seven (7) hours work for eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 10:00 p.m. and 9:00 a.m.

- C. Four (4) Day-Ten (10) Hour Shift Option: The first shift shall be four ten hour days, Monday through Thursday with a thirty minute unpaid lunch break.

The second shift, if one is scheduled, shall be nine and one-half (9 1/2) hours of work for ten (10) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period.

- D. Five (5) Day-Ten (10) Hour Shift Option: Five ten hour days, Monday through Friday with first and second shifts consistent with Option C above.

- E. Alternating Four (4) Day-Ten (10) Hour Shift Option:

Under this option, the day shift manual work force is organized into two (2) teams. The "A" team works for (4) consecutive ten (10) hour days. On the fifth day the "B" team continues the work activities for four (4) consecutive ten (10) hour days. On the ninth day the "A" team returns to work to continue the construction activities. The four (4) day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for second shift. If two shifts are established, they shall be consecutive.

1. In this arrangement the standard work day for all employees will be ten (10) consecutive hours of work, exclusive of one-half (1/2) hour non-paid lunch period.

On "A" and "B" team operation for first and/or second shift, the first eight (8) hours worked shall be paid at the basic straight time hourly rate. After eight (8) hours of work the rate shall be one and one-half (1 1/2) times the basic straight time hourly wage rate.

2. Those General Foremen and selected Foremen who are directed to report to work the day before the first day of the four (4) day work cycle to complete preparations for their team's scheduled work activities shall work eight (8) hours on that day and be paid one and one-half (1 1/2) times the basic straight time hourly wage rate.
3. If, for any reason, journeymen are directed to report to work outside their regular four (4) day work cycle, they shall be paid at the rate of one and one-half (1 1/2) times the basic straight time hourly wage rate.

4. Changing from one alternating shift to another will not be permitted without a minimum of two (2) consecutive non-working days prior to transferring to the other alternating shift.
5. Prior to implementing the Alternating Four Tens Shift Option, an orientation meeting will be scheduled and held with the affected Local UNION Business Representatives. Further details regarding the administrative practices and day to day operations will be reviewed and discussed and this option is only for work operations of thirty (30) days or longer.

- F. Seven Day Shift Option: A seven day per week schedule consisting of a weekday crew working four ten hour days (4X10s), Monday through Thursday with a thirty minute unpaid lunch break to be scheduled by the EMPLOYER and a weekend crew working three ten hour days (3X10's), Friday through Sunday with a thirty minute unpaid lunch break to be scheduled by the EMPLOYER. The weekend crew shall receive straight time for Friday and Saturday and double time for Sunday. Two ten hour shifts per day may be worked on this schedule.

Prior to implementing the Seven Day Shift Option, an orientation meeting will be scheduled and held with the affected Local UNION Business Representatives. Further details regarding the administrative practices and day to day operation will be reviewed and discussed and this option is only for work operations of thirty (30) days or longer.

Section 11-3: Make-Up Day: In the event it is not possible to work a full regularly scheduled workweek because of weather, or other conditions beyond the direct control of the EMPLOYER, then the EMPLOYER shall have the option of scheduling a Friday Make Up Day at straight time pay for up to forty (40) hours including the make up Friday. Work on the make-up day will be scheduled for a full shift unless prevented by weather or other conditions beyond the direct control of the EMPLOYER.

Section 11-4: Provisions Applicable to all Options: Nothing in Article XI shall be construed as guaranteeing employees eight (8) hours of work per day, or ten (10) hours of work per day, or forty (40) hours of work per week. The standard work week shall commence with the start of the first shift (day shift) on Monday morning. Starting times for the work day or work week for service crafts such as drinking water crew, shuttle drivers, equipment mechanics, traffic flagmen, fire watch, etc., may be adjusted between the hours of 4:00 a.m. and 11:00 a.m. Shifts shall be established and continue for a minimum of five (5) consecutive work days and if Saturday and/or Sunday are worked, they shall be included in the five (5) day minimum period. Where not inconsistent with Appendix A Wage Schedules (WS), fringe benefit contributions for employees will be paid on the actual number of hours worked except that fringe benefit contributions will be paid on the basis of eight or ten hours for employees working a full second or third shift and on the basis of forty (40) hours for employees working the full weekend shift under Option F.

Section 11-5: Overtime shall be paid at the rate of time and one half for all hours worked outside the established shift(s) or in excess of forty hours (40) per week. Work on Sundays and holidays shall be paid at double time, except Sunday shall be time and one half when working the Alternating Four Tens Shift as outlined in Option E. There shall be no pyramiding of overtime and no craft or employee shall receive more than time and one half except for work on Sundays or holidays.

Section 11-6: The EMPLOYER shall designate the starting and quitting times for all employees. The first shift each day shall start between 6:00 a.m. and 9:00 a.m. Any starting time put in place on Monday shall remain in effect for that work week unless a change is mutually agreed upon between the UNION and the EMPLOYER.

Section 11-7: The UNIONS agree to adhere to the time checking procedures established for the Project. All employees will check in and be at their assigned work places defined by their EMPLOYER by starting time each day and will be at the work place at the conclusion of the lunch break or end of the shift. There shall be no practices that result in starting work late in the morning or after lunch, or that result in stopping work early at lunch time or prior to quitting time at the end of the shift. Repeated violations of the work starting and stopping times will be grounds for termination.

Section 11-8: Work in hazardous or contaminated areas where special protective equipment, clothing, decontamination or monitoring is required will be conducted according to applicable safety and health standards. The EMPLOYER will provide sufficient paid time for employees to properly utilize all necessary special protective equipment or clothing and to comply with applicable decontamination or monitoring procedures but these requirements will not result in stopping work or leaving the work area prior to the time determined by the EMPLOYER.

Section 11-9: It will not be a violation of this Agreement for the Owner or the EMPLOYER to shut down all or part of the Project to avoid the possible loss of life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described previously, whereby the EMPLOYER requests employees to stand by, the employees will be compensated for the actual "stand by time."

Section 11-10: In no instance will employees be paid for standing by or observing operations unless assigned and directed by the EMPLOYER.

Section 11-11: Any employee reporting for work and for whom no work is provided, except due to inclement weather or other conditions beyond the control of the EMPLOYER, shall receive two (2) hours pay at the regular straight time hourly rate and applicable fringe contributions. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees they will be required to remain at the Project site available for work for such time as they receive pay, unless released sooner by the EMPLOYER'S principal supervisor or his designated

representative. The provisions of this Section are not applicable where the employee voluntarily quits or is laid off or is out by reason of a strike, or as provided in Section 11-9 of this Agreement, in which case he shall be paid for the actual time worked.

ARTICLE XII

HOLIDAYS

Section 12-1: Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work will be performed on Labor Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal Law. Holidays falling on Saturday will be observed on Saturday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive double the straight-time rate of pay.

ARTICLE XIII

WORKING CONDITIONS

Section 13-1: In the interest of the future of the construction, hazardous waste, and environmental restoration industries in the Fernald, Ohio area of which labor is a vital part, and to maintain the most efficient and competitive posture, the UNIONS and the EMPLOYER pledge to work together to produce the most efficient utilization of labor and equipment on the Project site in accordance with this Project Labor Agreement.

Section 13-2: FERMCO will establish reasonable uniform site working rules/procedures and security, health, and safety rules/procedures in compliance with federal, state, and local regulations and consistent with the unique and special needs of this ERMCO site. FERMCO may change these rules during the term of this Agreement with prior notice to the UNIONS. Such notice shall be given two weeks prior to implementation of the change, where practical. All UNIONS, EMPLOYERS, subcontractors and employees agree to abide by these rules and violation of job site rules may result in disciplinary action up to and including suspension or discharge.

Section 13-3: Foremen or general foremen shall be held responsible to direct all work performed by employees under their supervision. Foremen and general foremen will not absent themselves from the area where their crews are working unless their presence is required elsewhere. Foremen and general foremen shall take instructions from individuals designated by the EMPLOYER. The primary duty of the Foreman is to supervise the assigned crew but the Foreman's duties may not necessarily be limited exclusively to supervision. Foremen and general foremen

shall also take an active interest in safety, cost, schedule, quality and production.

Section 13-4: The receipt and inspection of materials and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be the strict prerogative of the EMPLOYER.

Section 13-5: There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. There shall be no restriction other than may be required by safety regulations on the number of employees assigned to any crew or to any service.

Section 13-6: There shall be no organized breaks on the Project. All parties and employees shall observe the site smoking policy.

Section 13-7: General tools, such as welding equipment, chain falls, cutting and burning, etc., are tools of the trade having jurisdiction over the work being performed. Employees using these tools shall perform any of the work of their trade.

Section 13-8: Time clocks, brass or other payroll and accountability systems may be used at the option of the EMPLOYER to check employees in or out of the Project on a daily basis on their own time.

Section 13-9: The parties acknowledge that non traditional work assignments may be necessary in some situations to increase the employment opportunities of personnel with construction related skills on this environmental restoration and management project. Likewise, the parties recognize the benefits to the employees and the training and administrative cost savings to the EMPLOYER of maintaining continuity of employment on this type of work. Therefore, where necessary to maintain continuity of employment, the EMPLOYER may decide upon a cadre crew or crews to perform the CATEGORY TWO work, but the use of cadre crews will be limited to the situations described in this Section. The purpose of the cadre crew will be to allow work to be performed efficiently and economically and to stabilize the trained manpower and continue employment opportunities. To this end, members of the crew will perform the work of their craft, and also other work as necessary to be productively employed at all times.

The provisions of this Section 13-9 are restricted to the FERMCO designated "Craft Support" subcontractor only and their jurisdictional and cadre work crew assignments will be reviewed and coordinated by FERMCO IR and will not be used to establish precedent for other site work.

Section 13-10: Employees assigned work which requires the wearing of a respirator shall be required to submit to and successfully pass all required respirator fit tests. Employees required to wear respirators will not be allowed to have facial hair. Employees so assigned who refuse to comply with the no facial hair requirement shall be terminated. Employees who fail the respirator physical may be laid off at the sole discretion of the EMPLOYER.

Section 13-11: Any employee who reports for work under the influence of alcoholic beverages or illicit drugs, or who drinks alcoholic beverages or uses illicit drugs on the work site or who reports to the work site with alcoholic beverages or non-prescribed drugs or firearms in his possession, shall be subject to immediate termination.

Section 13-12: There shall be no job tenure. Continuing employment is contingent upon, but not limited to, the skill, competency, productivity, qualifications, attendance, and safety performance of the employee. The EMPLOYER will be the sole judge of skill, competency, productivity, qualifications, etc.

Section 13-13: Upon initial employment a list of any employee's personal tools will be furnished to the EMPLOYER. Such lists will be verified by the EMPLOYER'S representative by inventorying said tools. This list shall be updated upon the employee adding to or subtracting from his personal tools on the job and be verified by EMPLOYER'S representative. Upon termination from the job, the tool list shall be verified by the employee and EMPLOYER'S representative. Personal tools designated as contaminated in accordance with site procedures will be replaced by the EMPLOYER.

Section 13-14: Tool boxes, lunch boxes, vehicles, and other personal property may be subject to periodic unannounced inspection while on the site. Except in a security emergency or other actions by the site security force, employees shall be notified and given the opportunity to be present.

Section 13-15: When the EMPLOYER provides work clothing it shall be relieved of any responsibility to replace personal clothing which may become contaminated.

ARTICLE XIV

SAFETY AND HEALTH

Section 14-1: Each UNION and each EMPLOYER working under this Agreement acknowledge and agree that the completion of this Project while preserving the safety and health of the employees is their primary objective. To achieve that objective the EMPLOYER, the UNION, all employees, supervisors, managers and subcontractors will make a firm commitment to prevent accidents and eliminate the conditions that lead to injuries. As part of its commitment FERMCO shall develop, administer and enforce a Comprehensive Environmental and Occupational Safety and Health Program (CEOSHP) in compliance with federal, state and local regulations and consistent with the unique and special needs of this ERMCO site. FERMCO shall discuss and review this program and any material revisions thereto with the UNIONS.

Section 14-2: The employees covered by the terms of this Agreement shall at all times strictly observe and be bound by the safety, hygiene, sanitation, smoking and environmental rules and regulations as established under the CEOSHP. These rules and regulations are to be communicated to employees through training, written policies, safety handbooks and/or by posting at conspicuous places throughout the Project.

Section 14-3: The parties recognize that the safety of all employees may be affected by the hazards that drugs and alcohol dependency create at the work site. In an effort to enhance the safety of the work place the EMPLOYER may implement a program including pre-employment, for cause, post accident/incident and random screening for the use of illicit drugs, alcohol or other prohibited substances. This screening program shall be performed by a recognized physician or laboratory and shall comply with all federal, state and local regulations.

Section 14-4: Development and enforcement of the CEOSHHP is the responsibility of the EMPLOYER and nothing in this Project Labor Agreement shall make the UNIONS or any UNION liable to any employee or any other person for safety, health or environmental matters.

Section 14-5: FERMCO shall require all contractors and subcontractors working under this Agreement to comply with all applicable provisions of the CEOSHHP and Section 14-3.

Section 14-6: Each EMPLOYER shall provide its employees with required personal protective equipment such as hard hats, non-prescription safety glasses, welding gloves, rubber boots and rain gear.

Section 14-7: Each employee agrees to carry and use required exposure monitoring equipment and to cooperate fully in required health monitoring and screening programs.

Section 14-8: Each EMPLOYER shall provide its employees with a clean, safe area for eating their meals.

Section 14-9: Violation of the rules and regulations established under this Article shall be cause for disciplinary action up to and including discharge.

Section 14-10: Environmental, Safety and Health (ES&H) matters affecting employees may be raised before the LMCC. FERMCO and the GCBCCTC will also participate in the DOE Tripartite Council and Committees.

ARTICLE XV

WAGES AND BENEFITS APPLICATION OF APPENDIX A

Section 15-1: The hourly base wage rates and UNION fringe benefits paid employees shall be the hourly wage rates and UNION benefits as contained in the Appendix A Wage Schedules (WS), attached hereto, and by reference made a part of this Agreement. No other classifications, wage rates, fringes or conditions shall apply to work under this Agreement at the Fernald site. No premium pay (i.e., subsistence pay, travel pay, hazard pay, high pay, mask pay, etc.), other than overtime and shift differential, will be recognized under this Agreement.

Section 15-2: The EMPLOYER adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which

payments are to be paid into, and benefits paid out of, such trust funds. The EMPLOYER authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the EMPLOYER. Nothing contained in this Section is intended to require the EMPLOYER to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the EMPLOYER required to become a member of any employee group or association as a condition for making such contribution.

Section 15-3: Existing Appendix A wage/fringe packages may be reallocated to existing fringe benefit funds, with sixty (60) days written notice from the Trustees to FERMCO. In any reallocation, the revised total wage/fringe package shall not exceed the total of the existing wage/fringe package as contained in Appendix A.

Section 15-4: Future hourly wage rates and UNION fringe benefit adjustments for the Fernald site will be made once a year, effective the first full pay period in October of each succeeding year, for all crafts and covering all contracts and all signatory parties. The adjustments will be determined by FERMCO and a committee comprised of one (1) representative from each of the signatory UNIONS using the average wage and fringe benefit monetary adjustment as arrived at by independent survey of Ohio, Kentucky and Indiana by the Construction Labor Research Council (CLRC) or successor agency, agreed to by labor and management. The results of the Tri-States Wage/Fringe Survey (W/FS) procedure shall be detailed in the revised Appendix A Wage Schedules (WS), which shall apply to all signatory EMPLOYERS and UNIONS.

Section 15-5: Industry promotion or administrative funds or other funds which do not accrue to the direct benefit of site employees are not considered fringe benefits for purposes of this agreement, will not be surveyed for future adjustments, and need not be paid by the EMPLOYER.

Section 15-6: The EMPLOYER agrees that it will, when requested by the UNION, deduct from the pay of each employee, who is at the time a member of the UNION, or made application to become a member of the UNION, all deductions such as working dues, Building Trades dues, assessments or any other fees, dues or check offs so designated by the employee from that employee's gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, and remitted monthly as directed by the employee and the UNION. This section shall be applied in compliance with the NLRA and other applicable laws and the UNIONS agree that the EMPLOYER will suffer no loss because of any deduction from an employee's pay pursuant to this Section and the UNIONS will accept any liability which may accrue.

Section 15-7: Under the terms of this Agreement, no subsistence, travel pay, mileage, zone pay, or any other travel allowances will be recognized, or paid, to any employee.

ARTICLE XVI

LABOR-MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

Section 16-1: The parties to this Agreement hereby recognize the necessity of communication and cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party. To secure this end, it is hereby agreed that a Labor-Management Cooperative Committee (LMCC) shall be established to be composed of FERMCO, representatives of signatory EMPLOYERS at the site, and UNIONS party to this Agreement who shall meet as required, but not less than quarterly. The UNIONS and EMPLOYERS shall at such meetings present facts concerning any alleged violation of any part of this Agreement. They shall also bring up any practice which, in their opinion, might lead to misunderstandings or disputes between the signatory parties.

Section 16-2: The FERMCO Manager of IR and the Secretary of the GCBCTC shall jointly chair the LMCC. FERMCO shall coordinate LMCC activities, develop procedures of operation, publish meeting agenda and issue minutes of each meeting. Standing agenda items for the LMCC meeting shall include, but not be limited to: safety and health (including ES&H program issues), cost and efficiency, Continuous Performance Improvement (CPI) and Total Quality Management (TQM), manpower requirements and training, and policing of the Agreement.

Section 16-3: The LMCC shall not be used for the purpose of arriving at any agreement to supersede, alter, modify, amend, add to or detract from this Agreement.

ARTICLE XVII

GENERAL SAVINGS CLAUSE

Section 17-1: Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulations is applicable. The EMPLOYER and the UNIONS agree that if and when any provisions of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning those provisions.

ARTICLE XVIII

ENTIRE UNDERSTANDING

Section 18-1: The parties agree that the total results of their bargaining and the entire understanding between the parties is embodied in this Agreement. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto reduced to writing and duly signed by each.

ARTICLE XIX

DURATION

Section 19-1: This Project Labor Agreement shall be effective for all work within the scope of this Agreement performed under contracts awarded as the result of a Request for Quotation (RFQ) issued after March 30, 1993. Contractors and subcontractors working under prior contract awards may, at their sole option, become parties to this Agreement and apply its terms and conditions to all remaining site work.

Section 19-2: This Agreement shall continue in full force and effect for the duration of FERMCO's contract with the U.S. Government at the Fernald, Ohio site and any extensions thereof.

Section 19-3: This Agreement and Appendix A are subject to review every three years on the anniversary date of the Agreement. Specific Articles or Sections may be reopened by joint written agreement of FERMCO and the GCBCTC.

SIGNATURE PAGE

FOR THE EMPLOYERS

Nick Kaufman
Nick Kaufman, FERMCO President

R. G. Weatherred
R. G. Weatherred, FERMCO Senior
Manager of Industrial Relations

FOR THE UNIONS

R. A. Georgine
R. A. Georgine, President
Building and Construction
Trades Department, AFL-CIO

Lester Willmoth
Lester Willmoth, President
Greater Cincinnati Building
and Construction Trades Council

William R. Carter
Asbestos Workers Local 8

Don D. Hamilton
Boilermakers Local 105

William A. [unclear]
Bricklayers Local 18

Kenneth A. Bush
Carpenters District Council

Melvin Lee Reeves
Cement Masons Local 524

Lester Willmoth
Electricians Local 212

[unclear]
Glaziers Local 387

[unclear]
Ironworkers Local 372

[unclear]
Ironworkers Local 44

Robert E. [unclear]
Laborers Local 265

J. F. Maloney
J. F. Maloney, Secretary-Treasurer
Building and Construction
Trades Department, AFL-CIO

Jerry Monahan
Jerry Monahan, Executive Secretary
Greater Cincinnati Building
and Construction Trades Council

Kenneth A. Bush
Millwrights Local 1066

James H. [unclear]
Operating Engineers Local 18

Grady [unclear]
Painters District Council 12

David E. [unclear]
Pipefitters Local 1002

Edward W. [unclear]
Plasterers Local 1

Robert [unclear]
Plumbers Local 59

Timothy C. [unclear]
Roofers Local 42

Darryl [unclear]
Sheet Metal Local 24

[unclear]
Sprinkler Fitters Local 669

Arthur C. [unclear] B.A.
Teamsters Local 100